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BITMART USER AGREEMENT

marketing
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Dear user, welcome to BitMart!

Before registering a user's account with BitMart, or engaging yourself with any services provided by/through bitmart.com or any associated websites, APIs, mobile applications (collectively the "Platform"), please make sure you have read and understood each and every term and condition contained in this Agreement.

By registering a BitMart account, you represent that you are over 18 years old, with physical and mental capacity to enter into this Agreement between you and GBM Foundation Company Ltd, and you have read, understand, and accept all terms and conditions contained in this User Agreement, Privacy Policy, AML/KYC policy, OTC Trading Rules, any Amendments, Appendices, or other covenants that may be modified from time to time and be posted on BitMart, or be delivered to you through mails, emails, SMS, or other methods that are employed by BitMart.

Last updated: February 19, 2020

1. BitMart Services

1.1. Your BitMart account encompasses the following basic BitMart services ("BitMart Services"):

*One or more hosted Digital Currency wallets that allow users to store certain supported Digital Currencies and to track, transfer, and manage supported Digital Currencies (the "**Hosted Wallet**");

*A Digital Currency exchange platform bundled with various features including real-time quotes, charting tools, news feeds, and more, that allows investors and traders to place trades. The Platform is currently specifically tailored to following markets:

A. Organized spot market for tokens

B. Over-the-counter (OTC) markets

C. Staking markets

D. Lending markets

2. BitMart Account

2.1. Account Registration. In order to use the BitMart Services, you will need to register a BitMart account. By using a BitMart account you agree and represent that you will use BitMart only for yourself, and not on behalf of any third party, unless you have obtained prior approval from BitMart. You are fully responsible for all activity that occurs under your BitMart Account.

During the registration process, we will ask you for information, including your name and other personal information to verify your identity. We may, in our sole discretion, refuse to open a BitMart account for you, or limit the number of BitMart accounts that you may hold.

2.2. Terms. We may amend or modify this Agreement at any time by posting the revised agreement on BitMart website and/or providing a copy to you (a "Revised Agreement"). The Revised Agreement shall be effective as of the time it is posted but will not apply retroactively. Your continued use of the Services after the posting of a Revised Agreement constitutes your acceptance of such Revised Agreement. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of BitMart Services and close your account.

2.3. Identity Verification. During registration of your BitMart account, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use BitMart Services, may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, a government identification, and info regarding your bank account (such as the name of the bank, the account type, routing number, and account number) and in some cases (where

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permitted by law), special categories of personal data such as your biometric information. In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You

authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. Such inquiries shall be for identity check purpose only and shall not have adverse effect on your credit rating.

3. Digital Currencies

3.1. Legal Nature. Digital Currency is not legal tender, is not backed by the government, and accounts and value balances are not subject to any Deposit Insurance schemes or protections. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual currency.

BitMart is an independent exchange platform for Digital Currencies for the users. However, BitMart hereby expressly confirms that NO Digital Currency listed on BitMart shall be deemed or is intended to be deemed as an investment contract of any kind, or a security, for any and all purposes. BitMart is not registered with the U.S. Securities and Exchange Commission and does not offer securities services in the United States or to U.S. persons.

3.2. General Risks. USE OF BITMART'S SERVICES IS ENTIRELY AT YOUR OWN RISK. BITMART DOES NOT PROVIDE INVESTMENT, TAX, OR LEGAL ADVICE, NOR DOES BITMART BROKER TRADES ON YOUR BEHALF. ALL TRANSACTIONS ARE FILLED AUTOMATICALLY, BASED ON YOUR INSTRUCTIONS, AND YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, INVESTMENT STRATEGY OR RELATED TRANSACTION IS APPROPRIATE FOR YOU BASED ON YOUR PERSONAL INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES AND RISK TOLERANCE. THERE IS NO GUARANTEE AGAINST LOSSES.

The value of Digital Currency may be derived from the continued willingness of market participants for Digital Currency transactions, which may result in the potential for permanent and total loss of value of a particular Digital Currency should the market for that Digital Currency disappear. The volatility and unpredictability of the Digital Currency market may also result in significant loss over a short period of time.

Transactions in Digital Currency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. The nature of Digital Currency may lead to an increased risk of fraud or cyber attack.

4. Hosted Wallet Services

4.1. In General. As part of your BitMart account, BitMart will provide qualifying users access to a hosted Digital Currency wallet(s) for holding Digital Currencies ("Digital Currency Wallet").

4.2. Digital Currency Wallet. Your Digital Currency Wallet enables you to store, track, transfer, and manage supported Digital Currency contained in your Digital Currency Wallet. As used throughout, "Digital Currency" means only those particular digital currencies listed as available in your BitMart Account (also referred to as "Supported Digital Currency"). Upon completion of account registration, you will have the ability to purchase, request, send, receive and store Digital Currency from third parties by giving instructions through the Platform.

The Digital Currency Wallet service is available only in connection with those Digital Currencies that BitMart, in its sole discretion, decides to support. The Digital Currency that BitMart supports may change from time to time. If you have any questions about which Digital Currencies BitMart currently supports, please visit http://support.bitmart.com. Under no circumstances would you attempt to use your Digital Currency Wallet to store, send, request or receive Digital Currencies in any form that are not supported by BitMart. BitMart assumes no responsibility or liability in connection with any attempt to use BitMart Services for Digital Currencies that BitMart does not support. Additional rules associated with such product(s) and service(s) may apply.

4.3. Digital Currency Storage & Transmission Delays. BitMart securely stores all Digital Currency private keys in our control in a combination of online and offline storage. As a result, it may be necessary for BitMart to retrieve certain information from offline storage in order to facilitate a Digital Currency transaction in accordance with your instructions, which may delay the initiating or crediting of such Digital Currency transaction for 48 hours or more. You acknowledge and agree that a Digital Currency transaction facilitated by BitMart may be delayed.

4.4. Operation of Digital Currency Protocols. BitMart does not own or control the underlying software protocols which govern the operation of Digital Currencies supported on our Platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. In particular, the underlying protocols may be subject to sudden changes in operating rules (including "forks"). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of the Digital Currency you store in your Digital Currency Wallet. BitMart does not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by BitMart in determining whether to continue to use a BitMart Account for the affected Digital Currency. In the event of any such operational change, BitMart reserves the right to takes such steps as may be necessary to protect the security and safety of assets held on BitMart platform, including temporarily suspending operations for the involved digital currency(ies), and other necessary steps; BitMart will use its best efforts to provide you notice of its response to any material operating change; however, such changes are outside of BitMart's control and may occur without notice to BitMart. BitMart's response to any material operating change is subject to its sole discretion and includes deciding not to support any new digital currency, fork, or other actions.

By using BitMart Services, you acknowledge and agree (i) that BitMart is not responsible for operation of the underlying protocols and that BitMart makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operation rules

(generally understood as a "fork"), and that such fork may materially affect the value, function and/or even the name of the Digital Currency you store in the BitMart Platform. In the event of a fork, you agree that BitMart may temporarily suspend BitMart operations (with or without prior notice to you) and that BitMart may, in its sole discretion, decide whether or not to support either branch of the forked protocol entirely. You acknowledge and agree that BitMart assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol. BitMart bears no responsibility to assist you with unsupported currencies or protocols.

5. Payment Services, Purchase and Sale Transactions

5.1. Purchase or Sale of Digital Currency. When you purchase (buy) Digital Currency from BitMart, this transaction is intended to effect a sale of Digital Currency. You can purchase (buy) Digital Currency using Digital Currency held in your Digital Currency Wallet, as permitted. Your purchase must follow the relevant instructions on BitMart website. BitMart reserves the right to cancel any transaction not confirmed by you within five (5) seconds after BitMart quotes a transaction price.

If we cannot complete your Digital Currency Transaction for any reason (such as price movement, failure to respond, or an order exceeding the maximum allowance), we will reject the order and notify you of such rejection. You will not be charged for a rejected transaction.

BitMart, in its sole exclusion, may offer proprietary trading to act as the buyer or seller to initiate and promote the other side of the client trade to improve market liquidity and depth. Additional rules associated with such product(s) and service(s) may apply.

BitMart reserves the right to refuse to process or to cancel any pending transaction as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction limits. BitMart cannot reverse a transaction which has been broadcasted to a Digital Currency network.

5.2. Digital Currency Transactions. BitMart possesses supported Digital Currency according to the instructions received from its users and we do not guarantee the identity of any user, receiver, requestee or other party. You should verify all transaction information prior to submitting instructions to BitMart. Once submitted to a Digital Currency network, a Digital Currency transaction will be unconfirmed for a period pending sufficient confirmation of the transaction by the Digital Currency network. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending status will be designated accordingly, and will not be included in your BitMart account balance or be available to conduct transactions.

BitMart reserves the right to delay any Digital Currency transaction if it perceives a risk of fraud or illegal activity.

5.3. Fees. In general, BitMart makes money when you purchase or sell Digital Currency on BitMart website. By using BitMart Services you agree to pay all applicable fees. BitMart reserves the right to adjust its pricing and fees and any applicable waivers at any time. We will always notify you of the pricing and fees which apply to your transaction before you authorize the transaction. BitMart may charge network fees (miner fees) to process a Digital Currency transaction on your behalf. BitMart will calculate the network fee in its discretion, although BitMart will always notify you of the network fee at or before the time you authorize the transaction.

5.4. Debts. In the event that there are outstanding amounts owed to BitMart hereunder, including in your BitMart Account, BitMart reserves the right to debit your BitMart Account accordingly.

5.5. Third Party Payments. BitMart has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of BitMart Services). BitMart is not responsible for ensuring that a buyer or a seller you may transact with will actually complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with Digital Currency transferred using the BitMart Services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify BitMart Support at http://support.bitmart.com so that we may consider what action to take, if any.

5.6. Revocation. When you give us instructions to purchase (buy) Digital Currency, you cannot withdraw your consent to that purchase.

5.7. Unauthorized and Incorrect Transactions. When a Digital Currency transaction occurs using your credentials, we will assume that you authorized such transaction, unless you notify us otherwise. If you believe you did not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible either by email free of charge at support@bitmart.com or by phone at (+1) 201 993 7970 (international call charges may apply). It is very important that you regularly check your Digital Currency Wallet balances and your transaction history regularly to ensure you notify us as soon as possible of any unauthorized or incorrect transactions to. We are not responsible for any claim for unauthorized or incorrect transactions unless you have notified us in accordance with this section.

5.8. Account Information. You will be able to see your Digital Currency Wallet balances using BitMart website or mobile application. You can also see your transaction history, including (i) the amount (and currency) of each Digital Currency Transaction, (ii) a reference to the identity of the payer and/or payee (as appropriate), (iii) any fees charged (excluding any spread, or margin, over the prevailing market rate on BitMart's trading platform), (iv) if applicable, the rate of exchange, and the amount (in the new currency) after exchange (where you are the payer) or the amount (in the original currency) before the exchange (where you are the payee), and (v) the date of each Digital Currency Transaction.

Please see our Privacy Policy for further information about how we process your personal data, transaction data, and the rights you have in respect of this.

5.9. Reversals & Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful, if your payment method has insufficient funds, or if you reverse a payment made from funds in your bank account, you authorize BitMart, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including your Digital Currency Wallet balances or other

linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, non-sufficient funds (NSF), or similar fees charged by your payment provider. We reserve the right to refuse to process, or to cancel or reverse, any Digital Currency Transaction or Transfers in our sole discretion, even after funds have been debited from your account(s), if we suspect the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if we reasonably suspect that the transaction is erroneous; or if BitMart suspects the transaction relates to a prohibited use or a prohibited business. In such instances, BitMart will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.

5.10. Payment Services Partners. BitMart may use a third party payment processor to process transactions between you and BitMart. By agreeing to Bitmart's User Agreement and Privacy Policy, you also agree to such payment processor's terms and policies.

6. Additional Services

6.1 Staking Services. When you hold Digital Currencies for which Staking functionality is available on BitMart, Staking services will be made available to you by default in a third party proof of stake network via staking services provided by BitMart. In such proof of stake network, transaction validators are chosen based on the ownership of the underlying Digital Currency, rather than computing power. Please visit our staking information page for further details on how proof of stake works.

6.2 The Service; Rewards; Commission. If you stake your Digital Currencies with us, BitMart or one of its affiliates will stake these on your behalf, acting as a transaction validator on the applicable proof of stake network. If BitMart successfully validates a block of transactions in such Digital Currency, you may earn a reward determined and granted by the protocols of the applicable network. BitMart will distribute this reward to you after receipt by BitMart, minus a commission as determined by BitMart at the time.

6.3 No Guarantee. You have no right to a reward until it is received by BitMart. Rewards will be distributed to your account promptly after they are received by BitMart. BitMart will use reasonable efforts to stake any Digital Currencies for which you are using BitMart staking services. The "staking rewards rate" disclosed by BitMart for a particular Digital Currency is an annualized historical rate based on the staking rewards generated by BitMart in providing staking services to BitMart customers for that Digital Currency over the last 90 days. This rate is an estimate and changes over time. BITMART DOES NOT GUARANTEE THAT YOU WILL RECEIVE STAKING REWARDS, ANY SPECIFIC STAKING REWARD, OR ANY STAKING RETURN OVER TIME, INCLUDING THE STAKING REWARDS RATE.

7. Data Protection and Security

7.1. Personal Data. You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with this Agreement and our Privacy Policy. Accordingly, you represent and warrant that: (i) your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed; (ii) before providing any such personal data to us, you have read and understood our Privacy Policy, which is available here, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of this Privacy Policy (as amended from time to time), to that individual; and (iii) if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

7.2. Security Breach. If you suspect that your BitMart Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and / or BitMart (together a "Security Breach"), you must notify BitMart as soon as possible by email free of charge at support@bitmart.com or by calling us at (+1) 201 993 7970 and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

8. General Use, Prohibited Use, and Termination

8.1. Limited License. We grant you a limited, nonexclusive, non transferable license, subject to the terms of this Agreement, to access and use the BitMart Platform, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by BitMart from time to time. Any other use of the BitMart Platform or Content is expressly prohibited and all other right, title and interest in the BitMart Platform or Content is exclusively the property of BitMart and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. "BitMart.com", "BitMart" and all logos related to the BitMart Services or displayed on the BitMart Platform are either trademarks or registered marks of BitMart or its licensors. You may not copy, imitate or use them without BitMart's prior written consent.

8.2. Website Accuracy. Although we intend to provide accurate and timely information on the BitMart Platform, the BitMart Platform (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the BitMart Platform are your sole responsibility and we shall have no liability

for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us.

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You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the BitMart Platform.

8.3. Promotions. From time to time, BitMart may make available special offers or conduct promotions for qualifying customers. Subject to applicable laws, BitMart or the issuer of a Digital Currency subject to an offer or promotion may establish qualifying criteria to participate in any special promotion its sole discretion. BitMart may revoke any special offer at any time without notice. Once Digital Currency has been deposited in a user's Digital Currency Wallet, that Digital Currency becomes the property of the BitMart user with all applicable property rights, including those noted in Section 2.2 of this Agreement. BitMart shall have no obligation to make special offers available to all customers. BitMart makes no recommendation and does not provide any advice about the value or utility of any Digital Currency subject to a promotion.

8.4. Third Party Applications. If, to the extent permitted by BitMart from time to time, you grant express permission to a third party to access or connect to your BitMart account, either through the third party's product or service or through the BitMart Platform, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your BitMart account. Further, you acknowledge and agree that you will not hold BitMart responsible for, and will indemnify BitMart from, any liability arising out of or related to any act or omission of any third party with access to your BitMart account. You may change or remove permissions granted by you to third parties with respect to your BitMart account at any time through the Account Settings page on BitMart website.

8.5. Prohibited Use. In connection with your use of the BitMart Services, and your interactions with other users, and third parties you agree and represent you, you understand and agree that you will not engage in any prohibited use defined as following:

*Unlawful activity. Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where BitMart conducts business, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.

*Abusive activity. Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the BitMart Platform that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the BitMart Platform, other BitMart accounts, computer systems or networks connected to the BitMart Platform, through password mining or any other means; use BitMart account information of another party to access or use the BitMart Platform, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's BitMart account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of BitMart.

*Abuse other users. Interfere with another individual's or entity's access to or use of any BitMart Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the BitMart Platform about others, including without limitation email addresses, without proper consent.

*Fraud. Activity which operates to defraud BitMart, BitMart users, or any other person; provide any false, inaccurate, or misleading information to BitMart.

*Intellectual Property Infringement. Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of BitMart intellectual property, name, or logo, including use of BitMart trade or service marks, without express consent from BitMart or in a manner that otherwise harms BitMart or the BitMart brand; any action that implies an untrue endorsement by or affiliation with Bitmart.

We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your BitMart account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your account is associated with a Prohibited Use. Upon delivering a Final Formal Warning Letter through email, we reserve further disposal rights of any remaining funds (if applicable) in your BitMart account.

8.6. Prohibited Business. In connection with your use of the BitMart Services, and your interactions with other users, and third parties you agree and represent you, you understand and agree that you will not engage in any prohibited business defined as following, including but not limited to related business categories, practices, and/or any sale items:

*Investment and Credit Services. Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes.

*Restricted Financial Services. Check cashing, bail bonds; collections agencies.

*Intellectual Property or Proprietary Rights Infringement. Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.

*Counterfeit or Unauthorized Goods. Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.

*Regulated Products and Services. Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or

pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis.

*Drugs and Drug Paraphernalia. Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs.

*Pseudo-Pharmaceuticals. Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.

*Substances designed to mimic illegal drugs. Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).

*Adult Content and Services. Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features.

*Multi-level Marketing. Pyramid schemes, network marketing, and referral marketing programs.

*Unfair, predatory or deceptive practices. Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.

*High risk businesses. any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.

We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your BitMart account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your account is associated with a Prohibited Business. Upon delivering a Final Formal Warning Letter through email, we reserve further disposal rights of any remaining funds (if applicable) in your BitMart account.

8.7. Transactions Limits. The use of all BitMart Services is subject to a limit on the amount of volume, stated in BTC terms, you may transact or transfer in a given period (e.g., daily). To view your limits, login to your BitMart account. Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. BitMart reserves the right to change applicable limits as we deem necessary in our sole discretion. If you wish to raise your limits beyond the posted amounts, you may submit a request at https://support.bitmart.com. We may require you to submit additional information about yourself or your business, and provide your business records. In our sole discretion, we may refuse to raise your limits or we may lower your limits at a subsequent time even if additional information is provided.

8.8. Suspension, Termination, and Cancellation. BitMart may: (a) suspend, restrict, or terminate your access to any or all of the BitMart Services, and/or (b) deactivate or cancel your BitMart account if:

*we are so required by a facially valid subpoena, court order, or binding order of a government authority;

*we reasonably suspect you of using your BitMart account in connection with a prohibited use;

*we reasonably suspect you of using your BitMart account in connection with a prohibited business;

*use of your BitMart account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your account activity;

*our service partners are unable to support your use;

*you take any action that BitMart deems as circumventing BitMart's controls, including, but not limited to, opening multiple BitMart accounts or abusing promotions BitMart may offer from time to time; or

*you breach this Agreement, Privacy Policy, OTC Trading Rules or any other BitMart policies that may apply.

If BitMart suspends or closes your account, or terminates your use of BitMart Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits BitMart from providing you with such notice. You acknowledge that BitMart's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to BitMart's risk management and security protocols. You agree that BitMart is under no obligation to disclose the details of its risk management and security procedures to you.

You will be permitted to transfer Digital Currency or funds associated with your Hosted Wallet(s) for ninety (90) days after account deactivation or cancellation unless such transfer is otherwise prohibited (*i*) under the law, including but not limited to applicable sanctions programs, or (*ii*) by a facially valid subpoena or court order. You may cancel your BitMart account at any time by withdrawing all balances and inform us. You will not be charged for cancelling your BitMart account, although you will be required to pay any outstanding amounts owed to BitMart. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

8.9. Relationship of the Parties. BitMart is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and BitMart to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or BitMart to be treated as the agent of the other.

8.10. Privacy of Others; Marketing. If you receive information about another user through the BitMart Services, you must keep the information confidential and only use it in connection with the BitMart Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to effectuate a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so. You may not send unsolicited email to a user through the BitMart

8.11. Password Security; Contact Information. You are responsible for creating a strong password and maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the BitMart Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your BitMart account by third-parties and the loss or theft of any Digital Currency and/or funds held in your BitMart account and any associated accounts, including your linked bank account(s) and credit card(s), if any. You fully agree and understand that we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your BitMart account. You are responsible for keeping your email address and telephone number up to date in your account profile in order to receive any notices or alerts that we may send you.

You should never allow remote access or share your computer screen with someone else when you are logged on to your BitMart Account. BitMart will never under any circumstances ask you for your IDs, passwords, or 2-factor authentication codes. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials, due to no fault of BitMart, and/or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your BitMart Account(s) information has been compromised, contact BitMart Support immediately at support@bitmart.com, or report your claim by phone at (+1) 201 993 7970.

8.12. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the BitMart Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your BitMart account(s).

8.13. Unclaimed Property. If BitMart is holding funds in your account, and BitMart is unable to contact you and has no record of your use of the services for several years, applicable law may require BitMart to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, BitMart will try to locate you at the address shown in our records, but if BitMart is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. BitMart reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

8.14. No Investment Advice or Brokerage. For the avoidance of doubt, BitMart does not provide investment, tax, or legal advice, nor does BitMart broker trades on your behalf. All BitMart trades are executed based on the parameters of your order instructions and in accordance with our trading procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation. BitMart may provide educational information about Supported Digital Currency, as well as Digital Currency not supported by BitMart, in order to assist users in learning more about such Digital Currency. Information may include, but is not limited to, blog posts, articles, links to to third-party content, news feeds, tutorials, and videos. The information provided on this website or any third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the website's content as such. BitMart does not recommend, or intend to recommend, that any Digital Currency should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Currency, you should conduct your own due diligence and consult your financial advisors before making any investment decision. BitMart will not be held responsible for the decisions you make to buy, sell, or hold Digital Currency based on the information provided by BitMart.

9. Customer Feedback, Queries, Complaints, and Dispute Resolution

9.1. Contact BitMart. If you have any feedback, or general questions, contact us via our Customer Support webpage at https://support.bitmart.com/hc/en-us. When you contact us please provide us with your name, email address, and any other information we may need to identify you, your BitMart Account(s), and the transaction on which you have feedback or questions.

9.2 Formal Complaint Process. If you have a complaint for BitMart (a "Complaint"), you agree to contact BitMart through our support team to attempt to resolve it amicably. If we cannot resolve the complaint through the BitMart support team, you and we agree to use the Formal Complaint Process set forth below. You agree to use this process before filing any arbitration claim or small claims action. If you do not follow the procedures set out in this Section before filing an arbitration claim or suit in small claims court, we shall have the right to ask the arbitrator or small claims court to dismiss your filing unless and until you complete the following steps.

9.2.1 Procedures. In the event that your dispute with BitMart is not resolved through your contact with BitMart Support, you agree to use our Complaint form to describe your Complaint, how you would like us to resolve the Complaint, and any other information related to your dispute that you believe to be relevant. The Complaint form can be found on the BitMart support pages or can be requested from BitMart.

9.2.2 Our Response. We will acknowledge receipt of your Complaint form after you submit it. A BitMart customer service agent ("Agent") will review your Complaint. The Agent will evaluate your Complaint based on the information provided and information in the possession of BitMart. Within 15 business days of our receipt of your Complaint form, the Agent will address the issues raised in your Complaint form by sending you an e-mail ("Resolution Notice") in which the Agent will: (i) offer to resolve your complaint in the way you requested; (ii) make a determination rejecting your Complaint and set out the reasons for the rejection; or (iii) offer to resolve your Complaint with an alternative solution. In exceptional circumstances, if the Agent is unable to respond to your Complaint within 15 business days for reasons beyond our control, the Agent will send you a communication indicating the reasons for any delay in answering your Complaint, and specifying the deadline by which the Agent will respond to your Complaint, which will be no later than 35 business days from our receipt of your Complaint form.

9.3 Arbitration; Waiver of Class Action. If we cannot resolve the dispute through the Formal Complaint Process, you and we agree that any dispute arising out of or relating to this Agreement or the BitMart Services, including, without limitation, federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory, shall be resolved through binding

arbitration, on an individual basis (the "Arbitration Agreement"). Subject to applicable jurisdictional requirements, you may elect to pursue your
claim in your ~~local small claims court rather than through arbitration so long as your matter remains in small claims court and proceeds only~~ on an

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individual (non-class and non-representative) basis. Arbitration shall be conducted in accordance with the American Arbitration Association's rules for
arbitration of consumer-related disputes (accessible at https://www.adr.org/sites/default/files/Consumer%20Rules.pdf).

**This Arbitration Agreement includes, without limitation, disputes arising out of or related to the interpretation or application of the
Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the
Arbitration Agreement. All such matters shall be decided by an arbitrator and not by a court or judge.**

**CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND
NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY
"CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS
ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, YOU AND BITMART ARE EACH WAIVING THE RIGHT TO A TRIAL
BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.**

The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or parish in which you reside, or another mutually
agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award and the arbitral
decision may be enforced in any court. An arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. At your
request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs,
without oral hearings. To the extent permitted by law, the prevailing party in any action or proceeding to enforce this Agreement, any arbitration
pursuant to this Agreement, or any small claims action shall be entitled to costs and attorneys' fees. If the arbitrator or arbitration administrator would
impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that
you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the
arbitration administrator's rules or applicable law.

10. General Provisions

10.1. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, Trojan
horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use
of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to
spoofing and phishing attacks and should use care in reviewing messages purporting to originate from BitMart. Always log into your BitMart account
through the BitMart Platform to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication
or notice.

10.2. Release of BitMart; Indemnification. If you have a dispute with one or more users of the BitMart Services, you release BitMart, its affiliates and
service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims,
demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to
indemnify and hold BitMart, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, joint venturers, employees
and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority)
arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

10.3. Limitation of Liability. In no event shall BitMart, its affiliates and service providers, or any of their respective officers, directors, agents, joint
ventures, employees or representatives, be liable (a) for any amount greater than the value of the supported Digital Currency on deposit in your BitMart
account or (b) for any lost profits or any special, incidental, indirect, intangible or consequential damages, whether based in contract, tort, negligence,
strict liability, or otherwise, arising out of or in connection with authorized or unauthorized use of the BitMart Platform or the BitMart Services, or this
Agreement, even if an authorized representative of BitMart has been advised of or knew or should have known of the possibility of such damages, and
notwithstanding the failure of any agreed or other remedy of its essential purpose, except to the extent of a final judicial determination that such
damages were a result of BitMart's gross negligence, fraud, wilful misconduct or international violation of law. This means, by way of example only (and
without limiting the scope of the preceding sentence), that if you claim that BitMart failed to process a buy or sell transaction properly, your damages
are limited to no more than the value of the supported digital currency at issue in the transaction, and that you may not recover for lost profits, lost
business opportunities, diminution in value or other types of special, incidental, indirect, intangible, exemplary, punitive or consequential damages in
excess of the value of the supported digital currency at issue in the transaction. Some jurisdiction do not allow the exclusion or limitation of incidental
or consequential damages, so the above limitation may not apply to you.

The BitMart Services are provided on an "as is" and "as available" basis without any representation or warranty, whether express, implied, or statutory. To
the maximum extent permitted by applicable law, BitMart specifically disclaims any implied warranties of title, merchantability, fitness for a particular
purpose and/or non-infringement. BitMart does not make any representations or warranties that access to the Platform, any part of the BitMart Services,
or any of the material contained therein, will be continuous, uninterrupted, timely, or error-free. BitMart does not guarantee that any order will be
executed, accepted, recorded, or remain open. Except for the express statements set forth in this Agreement, you hereby acknowledge and agree that
you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and access of the BitMart Services and
BitMart website. Without limiting the foregoing, you hereby understand and agree that BitMart will not be liable for any losses or damages arising out
of or relating to: (a) any inaccuracy, defect or omission of digital currency price data (b) any error or delay in the transmission of such data, or (c)
interruption in any such data.

BitMart makes no representations about the accuracy, order, timeliness or completeness of historical Digital Currency price data available on the BitMart
Site. BitMart will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check
~~issuances are processed in a timely manner but BitMart makes no representations or warranties regarding the amount of time needed to complete~~

issuances are processed in a timely manner but BitMart makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon BitMart and third-parties outside of our control.

Please note that, IF YOU ARE A NEW JERSEY RESIDENT, the provisions of this Section 9.3 are intended to apply only to the extent permitted under New Jersey law.

10.4. Entire Agreement. This Agreement, the Privacy Policy, OTC Trading Rules and other BitMart policies and procedures available, comprise the entire understanding and agreement between you and BitMart as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and BitMart. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

10.5. Amendments. We may amend or modify this Agreement by posting on the BitMart Platform or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the BitMart Services, or suspension or termination of your access to the BitMart Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective.

10.6. Assignment. You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any BitMart affiliates or subsidiaries, or to any successor in interest of any business associated with the BitMart Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

10.7. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law. The validity or enforceability of any other provision of this Agreement shall not be affected.

10.8. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, BitMart account cancellation, debts owed to BitMart, general use of the BitMart website, disputes with BitMart, and general provisions, shall survive the termination or expiration of this Agreement.

10.9. Governing Law. You agree that the laws of Cayman Islands, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and BitMart.

10.10. Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, any collapse of the digital asset market, any action by legislative, judicial or administrative authorities, other catastrophe or any third-party performance which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

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